IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
WHITE PLAINS, NY DIVISION

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IN THE MATTER OF | **CHAPTER 13**
Richard Holt, **DEBTOR** | CASE NO. 16-23653-rdd

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16-23653-rdd, **DEBTOR**

Plaintiff
v.
JPMorgan Chase Bank N.A,
NOT IN ITS INDIVIDUAL CAPACITY,
COMPLAINT

Defendant

---X

FILED
U.S. BANKRUPTCY COURT
S.D. OF N.Y.
2017 MAR 21 P 5:00

COMPLAINT OF THE PLAINTIFF PURSUANT TO 11 U.S.C. SECTION 506(A) AND BANKRUPTCY RULE 3012 TO DETERMINE THE VALUE OF SECURITY AND CREDITOR'S ALLOWED SECURED CLAIM AND COMPLAINT FOR DAMAGES, SANCTIONS AND INJUNCTIVE RELIEF

I. INTRODUCTION

1.1 This is an action for actual and punitive damages filed by the Plaintiff Richard Holt, (hereinafter "Plaintiff") pursuant to Sections 105, 362, 501, 502, 503 and 506 of the Bankruptcy Code, and Rules 2016(a), 3001, 7001(1), 7001(2), 7001(7), 7001(8) and 7001(9) of the Federal Rules of Bankruptcy Procedure to determine the interest of the Defendants in the residential real estate of the Plaintiff and determine the amount of the allowed secured claim, if any, of the Defendants.

1.2 This Complaint focuses on the improper accounting of escrow, fees, charges and misapplication of payments by various entities including the Defendant JPMorgan Chase Bank, N.A, "JPMCB", Washington Mutual Bank, "WaMu", Washington Mutual FA, "WaMuFA" in the proof of claim filed against the Plaintiff's estate for improper amounts owed as certified by employees, agents and related parties of the Defendants and its attorneys, acting as agents, and in pleadings filed by the Defendant.

1.3 This Complaint focuses on the fraud perpetrated on the Court and the Plaintiff by the Defendant filing an earlier and false proof of claim together with fraudulent documents in support thereof and the Defendants' fraudulent misrepresentation of the owner of the Plaintiff's claimed Mortgage Loan and the identity of the real party in interest.

1.4 This Complaint focuses on the fraud perpetrated by the Defendant by way of its fabrication of documents.

1.5 This Complaint seeks declaratory judgment as to the precise nature and extent of any lien and debt claimed by the Defendant and its predecessors and successors.

II. PARTIES

2.1 The Plaintiff in this case is a Debtor under Chapter 13 of Title 11 of the United States Code in case 16-23653-rdd which case was filed on December 1, 2016 and is presently pending before this Court.

2.2 Defendant JPMCB is a servicer of mortgage loans.

JPMorgan Chase Bank, N.A, a chartered national bank, is headquartered in New York, NY and may be served by mailing a copy of the Summons and Complaint, via first class U.S. Mail, to 270 Park Avenue New York NY 10017. The Chief Executive Officer of JPMCB is James Dimon who is an officer suitable for purposes of service of process.

III. COMPLAINT

A. JURISDICTION

3.1 Jurisdiction is conferred on this Court pursuant to the provisions of Section 1334 of Title 28 of the United States Code in that this proceeding arises in and is related to the above- captioned Chapter 13 case under Title 11 and concerns property claimed to that of the Debtor in that case.

3.2 This Court has both personal and subject matter jurisdiction to hear this case pursuant to Section 1334 of Title 28 of the United States Code, Section 157(b)(2) of Title 28 of the United States Code.

3.3 This Court has supplemental jurisdiction to hear all state law claims, if any, pursuant to Section 1367 of Title 28 of the United States Code. 3.4 The Plaintiff is informed and believes that this matter is primarily a core proceeding and therefore the Bankruptcy Court has jurisdiction to enter a final order. However, in the event this case is determined to be a non-core proceeding then and in that event the Plaintiff consents to the entry of a final order by the presiding United States Bankruptcy Judge.

B. VENUE

3.5 Venue lies in this District pursuant to Section 1391(b) of Title 28 of the United States Code.

RELEVANT FACTS

3.6 On or about March 22, 2006 non-party Washington Mutual Bank FA (hereinafter "WaMuFA" or "Originating Lender") allegedly made a mortgage loan to Plaintiff pertaining to 23 Ridgewood Road, CT 06830, (the "Property"), referred to in this Complaint as the "First Mortgage Loan" or "Mortgage Loan".

3.7 In connection with the First Mortgage Loan the Plaintiff, based on information and belief, is alleged to have executed a promissory note (the "First Mortgage Note") in the original principal amount of $308,000 payable to WaMuFA.

3.8 The First Mortgage Note was allegedly secured by a Mortgage on the Property dated March 22, 2000, and based upon information and belief, is recorded with the Town Clerk for Norwalk, CT, (the "First Mortgage"), which names MaMuFA. as the Lender.

3.9 On or about December 1, 2016, the Plaintiff filed a petition for Chapter 13 Bankruptcy for the Southern District of New York, White Plains, NY Division and was assigned case number 16-23653-rdd, (hereinafter the Plaintiff's Bankruptcy Case).

3.10 On March 8, 2017, case history item #29, the Defendant filed an objection to the Plaintiff's Chapter 13 filing. Attached to exhibit "C" thereof is a note indorsed on page 6 of 6 by Cynthia Riley, stating that she is a Vice President of Washington Mutual Bank, F.A. The Plaintiff is attaching this note, the "Cynthia Riley-note", as exhibit "A" hereto.

3.20 However, in a previous bankruptcy filing by the Plaintiff, 15-22704-rdd, on May 19, 2015, in the instant Court, the United States Bankruptcy Court for the Southern District of New York at White Plains, NY, the Defendant filed a proof of claim, no 3, on September 17, 2015.

3.30 In Part 3-1 thereof, the Plaintiff attached a copy of the note supporting the claim. This note is distinctively different than the Cynthia-Riley note proffered by he Defendant on March 8, 2017 in case history item #29. On page 1 of 1, a bull's eye appears in upper right hand corner. The Plaintiff has learned that this bull's eye represents that the note has passed through a rigorous authentication procedure by the Defendant. On page 6 of 6, there is no indorsement by a Cynthia Riley, but instead two indorsements by a Mykisha Rush, representing herself as a Vice President. On the first indorsement Rush states JP Morgan Chase Bank NA as successor in interest by purchase from the FDIC, as Receiver for Washington Mutual Bank, FA. On the second indorsement, Rush indorses the note in blank, also as Vice President of JP Morgan Chase Bank NA. The Plaintiff is attaching this note, the "Mykisha Rush-note", as exhibit "B" hereto.

3.40 Previously, in a case CV-02-0192482 dated October 29, 2002, Washington Mutual FA vs Richard L Holt et al, in the State of Connecticut Superior Court for the Judicial District of Stamford-Norwalk at Bridgeport, CT, WaMuFA, the "Original case", submitted an affidavit by a Kellie Rohling, "Rohling" a proclaimed Vice President of WAMUFA, a to which was attached yet another note, see Exhibit "C" attached hereto with the affidavit of Rohling as the PNOTE"-note. On page 1 of 1 of said note, appears a bar code "PNOTE", not present on the Cynthia Riley note or the Mykisha Rush-note. The "PNOTE"-note is also marked "BEST AVAILABLE DOCUMENT". In item 2 of Rohling's affidavit, she states "A true and accurate copy of the Note is attached as Exhibit "A".

3.50 In the Original case, i e 2002-case, see the Attached complaint therein, Exhibit "D", in item 3 of the wherefore clause, the Plaintiff, WaMuFA, is suing for money damages against the makers of, or obligors on, the Note described herein (unless same has been precluded by virtue of a Bankruptcy filing);

3.55 In the body of the complaint in the original case, on the first page, item 3 the Plaintiff, WaMuFA states: On or about March 22, 2000, the Defendants, Richard L. Holt individually and on behalf of Dorsum Nemus Limited Liability Company, executed and delivered to Washington Mutual Bank FA, a Note (the "Note) for a loan in original principal amount of $308,000.00.

3.60 In item 4 of the first page, the Plaintiff, WaMuFA, states: On said date to secure said Note the Defendants, Richard L. Holt individually and on behalf of Dorsum Nemus Limited Liability Company , did execute and deliver to Washington Mutual Bank, FA, a mortgage o the Property, a copy of which is attached hereto as Exhibit "A. Said mortgage was dated March 22, 2000 and recorded March 27, 2000, in Volume 3876 at Page 250 of the Norwalk Land Record. The Plaintiff, Washington Mutual Bank, FA is the owner and holder of said Note and Mortgage.", Furthermore in item 5, "Said Note is in default and the Plaintiff, Washington Mutual as the owner and holder of said Mortgage and Note has elected to acclerate the balance due on said Note to be due in full and to foreclose the Mortgage securing said Note., then item 6 "The Plaintiff has elected to accellerate the balance due on said Note, to declare said Note to be due in full and to foreclose the Mortgage securing said Note".

3.70 Except. the allegations in the complaint was not true. As exhibit "E" attached here to shows, WaMuFA had returned the Defendant's payments to create a default that did not exist WaMuFA got caught by the Texas Attorney General, see Exhibit "F", in systemically sending back and misplacing payment to cause foreclosure as practice and pattern. WaMuFA admitted this in a letter to the Plaintiff herein, Richard Holt's attorney in Germany, Jens Reissig, and that it would withdraw the foreclosure, see Exhibit "G".

3.80 Thereby, WaMuFA also admitted that the affidavit by Rohling, was perjurious, sworn under oath, to infer unclean hands upon WaMFA and any auccessor, Nemo dat quod non habet, from ever foreclosing again in equity, see U.S. Supreme Court. *Keystone Driller Co. v. General Excavator Co.,* 290 U.S. 240 (1933). *Keystone Driller Co. v. General Excavator Co.* Nos. 34 and 35

"...1. He who comes into equity must come with clean hands. P. 290 U. S. 244.

2. This maxim applies only when some unconscionable act of the plaintiff has immediate and necessary relation to the equity he seeks in the litigation..."

"It is one of the fundamental principles upon which equity jurisprudence is founded, that before a complainant can have a standing in court he must first show that not only has he a good and meritorious cause of action, but he must come into court with clean hands. He must be frank and fair with the court, nothing about the case under consideration should be guarded, but everything that tends to a full and fair determination of the matters in controversy should be placed before the court.' *Story's Equity Jurisprudence* (14th Ed.) 98. The governing principle is 'that [290 U.S. 240, 245] whenever a party who, as actor, seeks to set the judicial machinery in motion and obtain some remedy, has violated conscience, or good faith, or other equitable principle, in his prior conduct, then the doors of the court will be shut against him in limine; the court will refuse to interfere on his behalf, to acknowledge his right, or to award him any remedy.' *Pomeroy, Equity Jurisprudence* (4th Ed.) 397. -

3.90 By suing for money damages under item 3 under the Wherefore-clause in its complaint, WaMuFA opted to enforce the note,, the money damages clause. It cannot do both. By suing under note, it effectively accepted cash, *see PK MOTORS, INC. v. Page,* Dist. Court, MD Florida 2007, a landmark case on notes and underlying transactions, attached as exhibit "H",

3.100 Furthermore, WaMuFA accepted yet another payment that it did account for and misplace, see exhibit "I". Hence, WaMu took cash and thereby released any claims to the perceived collateral, again see *PK Motors,* supra.

3.110 In addition, WaMuFA was never a PETE, A Person entitled to enforce. Contrary to its allegation in the original complaint, the note was only signed by one person, the Plaintiff herein Richard Holt, and not in a corporate capacity for Dorsum Nemus Limited Liability Company.

3.120 The mortgage, see exhibit "J", was only signed by Richard Holt, again not in a corporate capacity. The mortgage defines a Dorsum Lemus Limited Liabilty Company as the borrower and the wording thereof refers to a security instrument by the defined borrower, Dorsum Lemus Limited Liability Company. The complaint in the original case was false, Richard Holt, could not sign anything, He was not the owner of the property and could not mortgage it.

3.130 That the borrower was intended to be the company, Dorsum Nemus Limitied Liability Company, is substantiated by the HUD-statement, see exhibit "K", clearly indicating it as the borrower.

3.140 The confusion is solely to blame WaMuFA for, or rather the attorney for the mortgage broker Northeast Mortgage LLC, Corporation in the closing. The quality assurance representative for WaMuFA had sent a list of corrections for the closing, see exhibit "L", however the errors were not corrected.

3.150 The mortgage broker could not correct the documentation, as it would have exposed that the Plaintiff, Richard Holt's signature, had been fored on the loan application, see exhibit "M".

3.160 Thus, WaMuFA ended up with half a note, i e missing a note signed by the supposed proper party, the company, as required by the mortgage. Then it ended up with a mortgage signed by a non-party, the Plaintiff herein, Richard Holt, not an owner of the property.

3.170 By not correcting the closing documents per the instruction of WaMuFA, the loan broker, Northeast Mortgage LLC, confused the closing attorney, who instructed Richard Holt to only sign as an individual.

3.180 Instead of contacting the parties, Richard Holt, and the company to correct the documents, WaMuFA took the drastic measure of trying to feign a foreclosure instead.

3.190 A negotiable instrument was not created because the Plaintiff did not intend to sign the note in a personal capacity and the Plaintiff received no consideration to create the negotiable instrument under UCC 3-310 b(2). There is no mortgage because a mortgage is an incident to the note and it cannot stand alone. The mortgage is not securing any note to which Dorsum Nemus Limited Liability Company is a part. see *NATIONAL CITY BANK v. SYATT REALTY GROUP, INC et al,* case No. 11-1777 UNITED STATES COURT OF APPEALS FOR THE SIXTH CIRCUIT , attached as exhibit "Q". See also *PK Motors* supra transaction reduced to the note.

3.200 The subsequent attempt by a claimed successor to foreclose, filed in Connecticut as case no. FST-CV08-5009720-S, JPMORGAN CHASE BANK v. HOLT,RICHARD Et Al, before the State of Connecticut Superior Court at Stamford, CT, see exhibit "N" in 2008, with the Cynthia Riley-note failed, by opting in 2002 to enforce the note, the collateral had already been released for six years, leaving the current claimed Creditor and the Plaintiff in the 2008-foreclosure without a remedy, even if the loan had been consummated and completed which it was not - because of the erroneous note and mortgage failing to form a negotiable instrument under UCC 3-310 b(2).

3.210 By introducing the PNOTE-note in 2002, admitting that it was was the true note in the Rohling-affidavit, WaMuFA waived any other note than the PNOTE-note in any proceeding. Hence, in 2008 it did not have an original note in its possession when commencing the foreclosure-action, failing Connecticut case law *DEUTSCHE BANK NATIONAL TRUST COMPANY, Trustee v. Rodney THOMPSON et al.* No. 37362. Decided: March 22, 2016 -- the Plaintiff must be in possession of the note when filing the complaint, see attached exhibit "R", rendering the Connecticut 2008-proceeding invalid ab initio, and the asinine comments about the Plaintiff herein, Richard Holt's conduct therein a 380-page waste of paper, the Defendant objection to the Plaintiff's filing a Chapter 13, case history item #29.

3.220 By filing yet another version of the note in its proof-of-claim in the first White Plains-bankruptcy, case no. 15-22704-rdd, again attempting to enforce the debt, the Defendant herein, JPMCB, admitted that prior two notes, the PNOTE-NOTE and the Cynthia Riley-notes were false, retroactively waiving the prior note,.

3.230 By this exercise, the Defendant JPMCB, has effectively created an implied res judicata in the 2002-case. WaMuFA is said case admitted wrongdoing and abandoned the case without a final judgment. By having the Plaintiff as the successor of WaMuFA via the FDIC, presenting the Mykisha Rush-note, it implies that is the ruling note, and that FDIC despite knowledge of the prior frauds, including the returned payments and the perjurious sworn affidavit by Rohling, sold it the Plaintiff despite knowledge of the unlawful acts associated with it, effectively making the FDIC, a Government-owned entity complicit in forgery.

3.240 The FDIC has not choice but distancing itself from these activities and declaring the claimed loan transaction void, sparing the Plaintiff herein, Richard Holt from reopening the 2002-case and getting a final judgment that it was a falsely and fraudulently filed foreclosure, perfecting the already implicit res judicata.

3.250 At the time of the false foreclosure in 2002, WaMuFA alleged a debt of about $368,000. In its proof of claim in 2015, the Defendant JPMCB, claimed a debt of around $450,000 it is also claiming legal fees in excess of $100,000. In 2002 the property, based on neighboring sales would be in the price range of $800,000. In 2008, when the false foreclose in December of 2008 occurred of over $1 million based on neighboring sales. Based on neighboring sales today, of $1.2 million.

3.260 The claimed loan was not the standard loan at more than the value of the property. As the erroneous returned payments averred herein shows, the Plaintiff nor the property owner had any intentions of ceasing to pay. If it had not been for the false foreclosure in 2002, the instant property could easily have refinanced, considering the high equity, or sold at a considerable profit. This was no less true in 2008. The clock stopped, all interest was told from the breach of contract of WaMuFA, returning payment and manufacturing a foreclosure. Hence, not more would have been due WaMuFA then in 2002, minus the lost payment of about $100,000. Selling the property in 2008 would therefore have brought $700,000 in excess of any amount WaMu could have claimed, $900,000 today, yet in its objection of March 8, 2017 in the instant court, case history item #29, the Defendant seems to suggest that the Plaintiff should walk away from the litigation since the Plaintiff has no personal equity in it, and "gift" the property to the Defendant.

3.270 However, the Plaintiff has considerable tort claims. The parties with an interest in the property, not only from the lost payment of about $100,000 has sued for damages in the Swedish courts against the Federal Deposit Insurance Corporation, "FDIC", and Hunt-Leibert Jacobson, the attorneys for WaMuFA in the first foreclosure to whom the payment was remitted, and also the holding company of WaMu -- the latter upon advice of the FDIC. The amount claimed because of consequential damages is over $10 million. The acceleration notice from WaMuFA in 2008 tallying the itemized items indicates that $79978.64 is past due, which would have been amply covered by the lost $100,000, i e there was no default in 2008, regardless of all other facts prohibiting the foreclosure action. The authenticity and validity of this computer generated default notice is questionable -- what kind of computer system would make a $42,218.49 computation error. See exhibit "T".

3.280 The FDIC after the Plaintiff bringing a lawsuit in the United States Federal District Court for the Southern District of New York at Manhattan, contacted the Plaintiff that it had stated a dispute resolution case, to which the Plaintiff submitted his claim reflecting the consequential damages in Sweden -- to which also the Plaintiff would be liable if he "walked away" from the litigation over the property. The Plaintiff was informed that after the FDIC has processed the claim, the dispute resolution -- the Plaintiff may start his independent law suit against the FDIC over the claimed torts -- this reflects the standard Federal torts claim-procedure.

3.290 While the FDIC dispute resolution is ongoing, the Plaintiff asked the Connecticut Court to stay the proceeding, which it and the Defendant refused, the Defendant aiming to "run away" with the property before the Plaintiff has a possibility to commence his Federal law against the FDIC following the dispute resolution.

3.300 In its objection of March 8, 2017, before the instant bankruptcy Court, the Defendant seems to suggest that the Plaintiff has been conducting a frivolous defence in the State court. This does not reflect the truth at, here is a brief timeline:

After commencing the lawsuit in 2008, the Defendant did nothing until 2010, when it filed for a summary judgment based on a affidavit by an Ediba Trivuncic, who turned out to be a robo-signer. The summary judgment failed, but the Defendant brought a witness to the Court in 2011, a Jeremy Summerford, "Summerford", who swore before the Court that he had found the instant loan in the list referred to in the Purchase and Assumption Agreement between the FDIC as Receiver for WaMu and the Defendant of September 25, 2008. To this day, Summerford is the only one who has seen that list. FDIC has since affirmed, even on its web site that the list is a scrivener's error, it does not exist.

3.310 The Plaintiff's counsel, Larry Ginsberg asked after hearing the witness that the case be dismissed. The presiding Judge, Douglas Mintz, denied the requuest but at the same time allowed for the Plaintiff's discovery including the list. The Defendant's attorney at the hearing, stated that it was too big, millions of records if the Plaintiff recalls correctly and was an electronics file. Judge Mintz ordered it to be produced anyway, and later affirmed the Plaintiff's extensive production request.

3.320 What followed was s six year battle to get all the discovery from the Defendant. What the Defendant claims is dilatory on part of the Plaintiff is actually just a reflection of the Defendant's "cavalier"-attitude towards discovery. As an exampl, the Plaintiff is including a letter to the Plaintiff and his counsel from Brian Rich, the attorney for the Defendant dated December 12, 2013, see attached exhibit "O" where he claims that his client, the Defendant, has no knowledge of neither Cynthia Riley, the indorser of the Cynthia Riley-note, "Florida Munoz", actually Florina Munoz, who notarized the summary judgment affidavit in 2010, nor Margaret Dalton, "Dalton", who seems to have been the leader of Munoz's group, and perhaps the most notorious robosigner of all. Dalton is one of the few individuals, together with Summerford, the witness the Defendant brought in 2011,that claims to have seen the list of loans that the Defendant claims to have received from the FDIC.

3.330 The Plaintiff did get some discovery, fatal discovery for the Defendant's case. The Plaintiff filed numerous motions to dismiss based on this discovery. Connecticut procedures mandates that the Motions to dismiss for lack of subject matter jurisdiction stops all other actions and must be heard first. The Connecticut court however has dodged this and decided these will be heard last.

3.340 The Plaintiff has also filed numerous motions to have the Defendant sanctioned for failure to produce, to no avail.

3.350 The result has been 25 trial days so far, where the Plaintiff new "muck" in almost every sessions, brought no decision adverse to the Plaintiff, other than evasive decisions allowing the Defendant to avoid discovery.

3.360 After the Defendant's failed attempt to achieve a summary judgment based on a false robosigned affidavit in 2010, the Defendant spend almost a year to the Plaintiff's best recollection, breaking up the Plaintiff's Special Defenses, on requests to revise, breaking up the defenses from about a more dozen, to about fifty. It then used that against the Plaintiff stating that the many defenses are indicative of the Plaintiff's dilatory practices.

3.370 The Connecticut court made a mistake in letting the Defendant see the Plaintiff's objection to the Defendant's subsequent motion to strike. When realizing that the a motion to strike would raise issues that would have brought the case to an end in the Plaintiff's favor in the pre-trial phase, the Defendant elected not to go through with its motion to strike.

3.380 How can the Defendant in good faith claim that the Plaintiff's special defenses are dilatory, even bring these to the instant bankruptcy Court, as an exhibit in its objection on March 8, 2017, case history item #29, when it waived any objections thereto?

3.390 Among the fatal discovery produced, was the investor screen in the Plaintiffs Master Servicing Platform, MSP, see attached exibit "P". It indicates Investor "A01" which according to a witness from the Defendant in another case, is not an investor code of a WaMu-portfolio loan, as the Defendant has claimed that the instant loan is, defeating the assertion by the Defendant that the instant loan is one that it acquired from the FDIC, and evidencing extrinsic fraud on the courts, when the 2008-foreclosure was filed.

3.400 The Plaintiff is also including the deposition, see attached exhibit "S", in another case of Cynthia Riley, the indorser on the Cynthia Riley-note from 2013, the part where she testifies that she never personally indorsed any notes. A later witness statement from the corporate representative, Wilkins Rodriguez, that the Defendant brought to the Connecticut trial also affirmed that the Cynthia Riley-note was never even in her office in Jacksonville, Florida for her to indorse.

3.410 Solely the investor screen and Cynthia Rileys-deposition would be sufficient to have ended the Connecticut trial, and the Defendant has been back-pedalling ever since.

3.420 After becoming aware of the odd assignment, proffered as an exhibit herein, from October 7, 2014, November 7, 2014, the Plaintiff has attempted to move the foreclosure case to a Federal court, where is is not so easy to avoid discovery as in the

Connecticut state Court.

3.430 The Defendant can hardly claim that this is dilatory -- it knew of the existence of the Mykisha Rush-note when the assignment was filed, yet withheld this knowledge from the Plaintiff until the proof of claim introduced in the instant bankruptcy Court in 2015.

3.440 Yet it let the Plaintiff go through two bankruptcy filings in 2015 and 2016, ruining his credit rating forever, that would not have been necessary had it informed the Connecticut court and the Plaintiff of the Mykisha Rush-note used for the 2014 assignment.

3.450 The Defendant simply has no sense of shame. In the Plaintiff's attempts to remove the case to Federal Court, and his lawsuits in the Federal courts, the Plaintiff has present the "contradictory" notes, also in the State of Connecticut appellate Court. Yet no one seems particularly concerned over the obvious falsifications. Has the justice systems become so jaded over the forgery of notes, which does not seem be isolated incidents, that it simply does not care anymore.

3.460 The Defendant however has introduced a forged note in the instant bankruptcy Court in its proof of claim from September 2016.

3.470 That proof of claim was an attempt to prove a debt by the Plaintiff personally, seeking to enforce a false note.

3.480 That proof of claim is the exclusive domain of the instant bankruptcy Court, not linked in any way to any foreclosure in Connecticut.

3.490 The Defendant cannot prove a debt with a forged noted.

3.500 The Defendant is now betting that it can avoid this confrontation before the instant bankruptcy Court by having the court find that the Plaintiff does not have a right to file in the instant bankruptcy Court, that the court lacks jurisdiction.

3.510 The Plaintiff asserts that the instant Court has jurisdiction. The Plaintiff has connection to the district to having a business in the district. The Defendant seeks to gain from its own maneuverings in the matter. Simultaneous with the occurrence of the assignment and the Mykisha Rush-note, the Plaintiff's business was in line to take over the newspaper it had been servicing for the past 25-year or so, in Manhattan, as its editor has died in the Fall of 2014. This had to be abandoned as the assignment emerged while the Plaintiff had been in Finland at the editor's funeral and where the future of the newspaper in New York was being decided.

3.520 The Plaintiff business in construction compliance was also part in a substantial project in Northern Sweden to manufacture unique rail roads sleepers in a infrastructure project that was intended for the Metropolitan Transit Authority, the "MTA". The Plaintiff can back this up with the approved proposals for the project by Swedish Government institutions and his attendance at a major international railroad technology conference in Berlin, Germany at the time. Because of the extreme temperature shifts, between relatively harsh winters and tropical humidity summers, the MTA cannot use the concrete sleepers used by railroads elsewhere in the world. However, the wooden sleepers used today are impregnated with creosote, a toxic substance that must be phased out under environmental regulations.

3.540 The Plaintiff's project uses a unique material that resolves that problem. The project estimated in Sweden to account for considerable profits came to a screeching halt when the Plaintiff had to return to the US because of the litigation over the assignment.

3.550 The property in Connecticut is essential for the New York infrastructure projects. It is a unique construction shipped to the US from Sweden representing a design not common in the US with considerably ability to withstand fires and storms.

The design is inherent in among others a parking system the same Swedish group is also proposing to the MTA for automated mechanical parking along its network of suburban railway stations to optimize parking spaces, but that also have to housed in safe construction.

3.550 The Plaintiff's intended to return to Sweden to live and before taking his retirement coordinate the infrastructure projects there. Federal residency rules dictate that it is where a person intend and resides forever, which in the Plaintiff's case would not be in a property he does not own in Connecticut but where he is forced to stay while concluding the ongoing litigation.

3.560 The Defendant's attempt to use a problem it has caused itself with it fraudulent concealments and fraudulent proof of claims and false foreclosures, the interruption in the Plaintiff's business in New York against the Plaintiff from access to the instant bankruptcy Court where the Defendant has filed false documents is "gamesmanship" and vexatous litigation.

3.570 The Plaintiff ask that the bankruptcy Court as a sanction for the false note filed in the bankruptcy Court, and its role in dispute resolutions, declares that the Mykisha Rush-note is the genuine and ruling note under the ancient principle of the Montefiori-case. This would wipe out the foreclosures in 2002 and 2008, and have the effect nullify any liens. It would also force the FDIC to declare whether it actually gave power of attorney to the Defendant to make the assignment in 2014 and participated and aided in the forgery of notes or it is also was defrauded. The Plaintiff presumes that the FDIC and the Government does not willingly and knowingly participate in forging activities and will do the right thing.

See:

Apex Binding Corp. v. Relkin, 198 Misc. 381 - NY: Supreme Court 1950:

" As was said by SETTLE, J., in *Royster v. Heck* (29 Ky. L. Rep. 634, 638): "One cannot blow hot and cold; this is a trite expression of the maxim allegans contraria non est audiendus; he is not to be heard who alleges things contrary to each other. This fundamental principle is of wide application in the law of equitable estoppel. He can not treat a contract as subsisting, and afterwards avoid it. (Herman on Estoppel, 1039-1049."

Indeed, the question posed by Chancellor KENT, in 1817, applies to this case when he said: "Can he be entitled to credit, when he comes now and declares that he acted the hypocrite in all those transactions? It is one of the maxims of the common law (4 *Co. Inst.* 299) that *allegans suam turpitudinem non est audiendus.*" (*Underhill v. Van Cortlandt*, 2 Johns. Ch. 339, 350.)"

Even citing one of the oldest known case on estoppel:

"As long ago as 1762, Lord MANSFIELD, in *Montefiori v. Montefiori* (1 Black. W. 363, 364) denied relief in an action where a brother sued another brother to compel the return of a promissory note which the plaintiff had given him for the purpose of creating an impression of defendant's wealth and thus hasten the consummation of a marriage, saying: "The law is, that where, upon proposals of marriage, third persons represent anything material, in a light different from the truth, even though it be by collusion with the husband, they shall be bound to make good the thing in the manner in which they represented it. It shall be, as represented to be."

COUNT 1
FRAUD.

4.1 The allegations of paragraphs 1.1 through 3.570 of this Complaint are hereby re-alleged and incorporated by reference.

4.2 The Defendant by its misrepresentations of any entitlement herein rise rising to actual fraud, attempted to defraud the Plaintiff of his money and other parties affected of their property. The Defendant knew that the Cynthia Riley-note and the Mykisha Rush-note were fraudulent and that the Defendant had no claim against the property herein.

4.3 Yet, The Defendant proceeded anyway. The Defendant failed to speak out when it first had knowledge thereof.

4.4 The Defendant's actions has led to the Plaintiff being assessed unsubstantiated fees and charges, designed to extract additional and substantial profits from the servicing of the mortgage loan the Defendant claimed herein, to the detriment of Plaintiff and other creditors.

4.5 The Defendant and the predecessor to the loan herein, lack standing and capacity.

B. Lack Of Standing / Failure to Bring Claim in the Name of the Real Party In Interest

4.3 The allegations in paragraphs 1.1 through 3.570 of this complaint are realleged and incorporated herein by this reference.

4.4 No documentation has been brought by the Defendant that a complete chain of title from the claimed originating lender, WaMuFA, to the presently named Creditor, the Defendant herein.

4.5 The Defendant must prove that it is the real party in interest as the rightful owner and holder of both the Note and the Mortgage and that it has the legal right to enforce the same; the Defendant failed to meet this burden.

4.6 No valid writing demonstrates that the Creditor named by the Defendant, WaMuFA, and its claimed successor, the Defendant, has an interest in the instant property, Securing such claim is in violation of F.R.B.P. 3001(c)(1) and(2) and is therefore sanctionable in the manner prescribed by F.R.B.P. 3001(c) (2) (D)(i) and (ii)

4.7 There is no apparent chain of transfers to explain how or when the purported the named Creditor by the Defendant, the Defendant itself, and its pre-decessor, WaMuFA, came to allegedly own the Plaintiff's alleged loan.

4.8 A federal Court cannot have jurisdiction unless a party has constitutional standing. The Defendant fails to provide any credible evidence as to if and when a negotiation of the Note to the named Creditor, WaMuFA or its successor, the Defendant, ever occurred.

4.9 The Creditor named by the Defendant, WaMuFA, nor its successor, the Defendant, is therefore neither a creditor nor the real party in interest and lacks standing make any claims to the instant property.

4.10 Defendants nor the creditor named by it, WaMuFA, or the claimed successor, the Defendant, have constitutional standing to make any claims in the Plaintiff's Chapter 13 case.

4.11 In the bankruptcy courts, procedure is governed by the Federal Rules of Bankruptcy and Civil Procedure. Procedure has an undeniable impact on the issue of who can assert a claim as a holder, because pleading and standing issues which arise in the context of our federal court system. According F.R.Civ. Pro. 17, "[a]n action must be prosecuted in the name of the real party in interest." (Emphasis added).

4.12 A Proof of Claim are subject to Fed.Rules Bankr. Pro. 7017 which is a restatement of F. R. Civ. P. 17. 4.13 The Plaintiff avers that the real party in interest in a federal action to enforce a note, whether in bankruptcy court or federal district court, is the owner of a note. Because the actual name of the actual note owner is not stated and there is no connection between the creditor named by the Defendant, WaMuFA or its claimed successor, the Defendant, and the copy of the Note provided by the Defendant, the Creditor named by the Defendant, WaMuFA, and its alleged successor, the Defendant's very claim is defective.

4.14 The Creditor named by the Defendant, WaMuFA, nor its alleged successor, the Defendant, establishes only that it is neither the holder nor the owner of the note. The named Creditor nor its successor, the Defendant, fails to establish that it has a beneficial interest in the copy of the Note, or that it ever had a beneficial interest in the copy of the Note that was attached to the Defendant's proof of claim in 2015.

4.15 The United States Constitution Article III §2 specifically limits the jurisdiction of the federal courts to "Cases or Controversies." Justice Powell delivered the Opinion of the Supreme Court in the case of Warth v. Seldin addressing the question of standing in a federal court as follows:

In essence, the question of standing is whether the litigant is entitled to have the court decide the merits of the dispute or of the particular issues. This query involves both constitutional limitations on federal court jurisdiction and prudential limitations on its exercise. In its constitutional dimension, standing imports justiciability: whether the Plaintiff has made out a —case or controversy‖ between himself and the Defendants within the meaning of Art.III. This is the threshold question in every federal case, determining the power of the court to entertain the suit. As an aspect of justiciability, the standing question is whether the Plaintiff has —alleged such a personal stake in the outcome of the controversy‖ as to warrant his invocation of federal –court jurisdiction and to justify exercise of the court's remedial powers on his behalf. Baker v. Carr 369 U.S.186,204, 82 S.Ct. 691, 703, 7 L.Ed.2d 663(1962). The Art. III judicial power exists only to redress or otherwise to protect against injury to the complaining party...A Federal court's jurisdiction therefore can be invoked only when the Plaintiff himself has suffered —some threat or actual injury resulting from the putatively illegal action...‖ Linda R.S. v. Richard D., 410 U.S. 614, 617, 93 S.Ct. 1146,1148, 35 L.Ed.2d 536 (1973).‖ Warth v.

Seldin 422U.S.490, 498 (1975).

Apart from this minimum constitutional mandate, this Court has recognized other limits on the class of persons who may invoke the courts‘ decisional and remedial powers. ... even when the Plaintiff has alleged injury sufficient to meet the —case or controversy‖ requirement, this Court has held that the Plaintiff generally must assert his own legal rights and interests and cannot rest his claim to relief on the legal rights or interests of third parties. E.g., Tilestion v. Ullman, 318 U.S. 44, 63 S.Ct. 493, 87 L.Ed. 603 (1943).‖ Warth v. Seldin 422U.S.490, 499 (1975) (emphasis added).

4.16 The Plaintiff in the instant case reiterates that a party seeking relief in any Federal Court "bears the burden of demonstrating standing and must plead its components with specificity." Coyne v American Tobacco Company, 183 F.3d 488, 494 (6th Cir. 1999), further *SPOKEO, INC. v. ROBINS* CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT No. 13–1339. Argued November 2, 2015—Decided May 16, 2016. Again, the minimum constitutional requirements for standing are: proof of injury in fact, causation, and redressability. Valley Forge Christian College v Americans United for Separation of Church & State, Inc., 454 U.S. 464, 473 (1982). Furthermore, in order to satisfy the requirements of Article III of the United States Constitution, any claimant asserting rights in a Federal Court must show he has personally suffered some actual injury as a result of the conduct of the adverse party. Coyne, 183 F.3d at 494; Valley Forge, 454 U.S. at 472.

4.17 As set forth hereinabove, the Creditor named by Defendant, WaMuFA, nor its claimed successor, the Defendant, can make no assertions as to its own interest in the outcome of the instant claim it is making. The named Creditor and it claimed successor further fails to establish any clear, documented, perceived injury to itself.

4.18 Defendants have not shown that the Creditor named by the Defendant WaMuFA, nor its successor, the Defendant, has any stake in the ownership of the Note and Mortgage as either a holder or owner. Any attempt to indicate the named Creditor or its alleged Successor, as an owner of the Plaintiff's loan has been by way of fraudulent and misleading documents fabricated by employees of the Defendant or WaMuFA and by persons who lack any personal knowledge as to the Plaintiff's mortgage loan.

4.19 Defendants must demonstrate how, when and from whom it derived their alleged rights.

4.20 There is a complete lack of any credible explanation describing how, when and from whom the Creditor named by the Defendant, WaMuFA or its claimed successor, the Defendant derived any rights. There is a clear question of fact as to the issue of Defendants' standing to file a Proof of Claim in the Plaintiff's bankruptcy case.

4.21 In the instant case, the court is left to decipher the legitimacy of any Assignments of Mortgage presented under oath by the Defendant or as the claimed the successor of WaMuFA.

4.22 To the extent the Defendant caused the actions taken by the alleged successor, WaMuFA, it constitutes a gross and willful violation of the Automatic Stay pursuant to 11 U.S.C. section 362(a)(3) by the Defendants.

4.23 As a result of the violation of the automatic stay by its inaction after filing false and fraudulent documents as described herein, the Defendant is liable to the Plaintiff for actual damages, punitive damages and legal fees under 362(k)(1) of the Bankruptcy Code.

COUNT II V. CLAIM FOR RELIEF: DECLARATORY JUDGMENT

5.1 The allegations in paragraphs 1.1 through 3.570 of this complaint are realleged and incorporated herein by this reference.

5.2 At no time relevant to the allegations herein was the Creditor named by the Defendant, WaMuFA, nor its successor, the Defendant, identified as the actual holder and the lawful owner of the mortgage note it claims to be originally signed by the Plaintiff.

5.3 Therefore, the the creditor named by Defendant, WaMuFA, nor its alleged successor, the Defendant, has no constitutional standing to file a claim or otherwise participate in this Chapter 13 proceeding.

5.4 Because the named Creditor, WaMuFA, nor the alleged successor, the Defendant, is not the actual holder and lawful owner or assignee of the mortgage, it has no security interest, and thusly no right to seek to collect money from Plaintiff's or their bankruptcy estate.

5.5 As a result thereof, the Defendant should be ordered to pay back to the Chapter 13 Trustee all funds received on the arrearage claim and all funds received from the Plaintiff in the form of direct mortgage payments, pre and post-petition.

5.6 Plaintiff seeks a declaratory judgment holding that the Defendant that neither it, or the creditor named by it, WaMuFA, or its alleged successor, the Defendant, has no enforceable secured or unsecured claim against the property of the estate in bankruptcy;

5.7 the bankruptcy Court declares that the note referred to as the Mykisha Rush-note is genuine and the only ruling note in regard to the instant loan and mortgage.

and 5.8 Plaintiff also seeks a judgment declaring laimed security interest by WaMuFA and the Defendant void pursuant to 11 U.S.C. § 506(d).

COUNT III
VI. CLAIM FOR RELIEF: FRAUD ON THE COURT INCLUDING FALSE AND FRAUDULENT PROOF OF CLAIM

6.1 The allegations in paragraphs 1.1 through 3.570 of this complaint are realleged and incorporated herein by this reference.

6.2 The proof of claim filed by Defendant in 2016 is a false and fraudulent claim constituting fraud on the Court, the Chapter 13 Trustee, the Plaintiff and other named creditors for the following reasons:

a. Defendant filed the Proof of Claim Number in 2016 which included a copy of a Note the Defendants at all times knew was not payable to the named Creditor, WaMuFA, and which bears no endorsement to the named Creditor, , a fact the Defendant knowingly omitted to disclose to the court, the Plaintiff, the Chapter 13 Trustee and the other creditors.

b. Defendant filed a Proof of Claim in 2016 which included a copy of a Note, the defective condition of which the Defendants omitted disclose. Specifically, the original note is defective and fails to support the Proof of Claim because in reality, it is not payable to the named Creditor, and it does not bear a bona fide endorsement in blank or a specific endorsement to the named Creditor. The Defendant purposefully and knowingly omitted to disclose the material fact of the lack of proper endorsement to the court, the Plaintiff, the Chapter 13 Trustee and the other creditors.

c. Defendant filed a Proof of Claim in 2016 which included documents the Defendants held out to be assignments of mortgage which at all times the defendant knew to be false fabricated documents manufactured by and signed by agents or parties relating to WaMuFA and the Defendant.

d. Defendant filed a Proof of Claim in 2016 which included unsubstantiated fees and charges which the Defendant at all times knew to be false and knowingly asserted a claim to collect such false amounts for their own unjust enrichment and monetary gain.

6.3 The Defendant knowingly made a false misrepresentation to the court; To Wit, the Defendant agents or parties relating to WaMuFA and the Defendant, which knowingly fabricated assignments of mortgage to present to the court and such act of presenting a false fabricated document was committed for the purpose of enticing the reliance of the Court the Chapter 13 Trustee, the Plaintiff and the other creditors in the bankruptcy case;

. 6.4 The Creditor named by the Defendant, WaMuFA, or its claimed Successor, the Defendant, knowingly made false misrepresentations to the court; To Wit, the Defendant knowingly claimed unsubstantiated monies alleged to be owed by the Plaintiff and presented the same to the court. Such act was committed for the purpose of enticing the reliance of the Court, the Chapter 13 Trustee, the Plaintiff and the other creditors in the bankruptcy case and for the financial gain of the Defendants;

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. 6.5 The Defendant omitted material, crucial information and facts from the court regarding the Note and Assignment of Mortgage at issue;

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To Wit, the Defendant knowingly submitted a Note to the Court which is neither indorsed to the Claim and the creditor named by the Defendant, WaMuFA, or its alleged successor, the Defendant, nor is it validly assigned to these parties.

6.6 The Plaintiff has been damaged by the actions and omissions of the named Creditor, WaMuFA, its alleged successor, the Defendant;

To Wit, in that he has been and continues to be forced to expend his time and expenses toward the defense of this contested matter to protect his rights.

6.7 All parties of interest in the Plaintiff bankruptcy case are harmed by the actions and omissions of the named Creditor, WaMuFA, its alleged successor, the Defendant;

To Wit, in that the integrity of the judicial process relied upon has been compromised by the fraudulent acts, fraudulent documents and omissions of the Defendant.

6.8 This Court has authority under 11 U.S.C. § 105(a) to "issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title." 6.9 The Court should impose sanctions on the Defendant for fraud as the defendant have filed false documents to support an improper claim regarding the Debtor herein. Plaintiff therefore request that Court invoke the powers granted to it by 11 U.S.C. § 105(1) and issue such order, process or judgment necessary to address the fraud of the Defendants and to prevent any future fraud or abuse of process. In the alternative, the Plaintiff requests this Court to waive the pre-notice time requirements of Rule 9011 of the Bankruptcy Rules and to impose sanctions under that Rule.

WHEREFORE, Plaintiff prays:

A. That the Court disallow, expunge and strike any claim by the Creditor named by the Defendant, WaMuFA, and its alleged successor, the Defendant.

B. That the Court direct the Chapter 13 Trustee to any claim or proof of claim advanced by the aforementioned parties.

C. That WaMuFA and the alleged successor, the Defendant, be precluded from filing any amended, modified, or substitute claim in this case;

D. That the alleged arrearages contained in the Proof of Claim be cancelled and forever discharged;

E. That Claimant be required to pay legal fees and expenses to any attorney for Plaintiff;

F. That the Claimant provide a complete accounting of the Plaintiff's mortgage loan account, forthwith;

G. That the Defendant's claimed security interest be declared void pursuant to 11 U.S.C. § 506(d); H. That the Defendant be sanctioned pursuant to 11 U.S.C. 362(k) for allowing the alleged successor, the Defendant, to violate the automatic stay;

I. That the Defendant be precluded from presenting any omitted information, in any form, consistent with the sanctions provided by F.R.B.P. 3001(c)(2)(D)(i);

J. That the Plaintiff be awarded other appropriate relief , including reasonable expenses and attorney's fees consistent with the sanctions provided by F.R.B.P. 3001(c)(2)(D)(ii);

K. That Plaintiff have such other and further relief as the Court may deem just and proper.

WHEREFORE, Plaintiff prays that the Court grant the relief requested herein.

This the 21th Day of March, 2017

RESPECTFULLY SUBMITTED, /S/ Richard Holt, acting pro se

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